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## Your call in response to my proposed Motion to Extend

**From:** "Pilar Tirado Murray" <jurisprudence@writeme.com>  
**To:** "Frank Apodaca" <fapodaca@saucedochavez.com>, "Christopher T. Saucedo" <csaucedo@saucedochavez.com>  
**Bcc:** "s.t.overstreet.law" <s.t.overstreet.law@gmail.com>  
**Date:** Jan 5, 2016 12:00:59 PM

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Frank, I've considered <sup>of a</sup> your offer but to me it still makes little sense. You have not made any written or oral objections to Plaintiffs' Responses to Defendants' interrogatories or requests for production, so the 21<sup>st</sup> period for you to file any corresponding Motion to Compel (assuming, of course, that I could not "cure" whatever concerns if any, you legitimately had) has not begun. Any agreement to reiterate what is provided in the rule (i.e. your offer that I agree to a mutual 20 day extension) seems unnecessary. It's form, not substance. It does remind me of the quote engraved in the garden of the Los Angeles public library though - "power never concedes anything without a demand" (or something along those lines).

Here is what I will consider: If you will stipulate to my Order to quash my incorrectly issued subpoena (email sent requesting your approval has not been answered), I will file my Motion to Extend, indicate that you contacted my office, gave your agreement to my Motion to Extend Time and further, that you stipulated to an extension to January 25 to allow you sufficient time to supplement your responses. This will communicate to the Court that we are working in good faith towards resolution of any issues.

Let me know if you are amenable.

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